



CITY OF HILL COUNTRY VILLAGE
116 ASPEN LANE • HILL COUNTRY VILLAGE • TEXAS • 78232
PHONE (210) 494-3671 • FAX (210) 490-8645 • WEB www.hcv.org

AGENDA
CITY COUNCIL MEETING
CITY HALL
116 ASPEN LANE
HILL COUNTRY VILLAGE, TEXAS 78232
THURSDAY, MAY 21, 2026
5:30 P.M.

26 MAY 15 AM 8:00

Mayor: Gabriel Durand-Hollis
Council Place #1: Heather Chandler
Council Place #2: Matthew T. Acock
Council Place #3: Frank Rivas
Council Place #4: Greg Blasko
Council Place #5: Allison Francis

1. Call to order.
2. Invocation and Pledge of Allegiance.
3. Discussion and possible action approving an ordinance declaring each unopposed candidate for the May 2, 2026, General Election elected to office.
4. A presentation, discussion, and appropriate action regarding the following items related to the May 2, 2026, election.
 - A. Issuing a Certificate of Election
 - B. Administering Statement of Elected Officer
 - C. Administering Oath of Office

CONSENT AGENDA:

The following items are of a routine or administrative nature. The City Council has been furnished with background and support material on each item, and/or it has been discussed in a previous meeting. All items can be acted upon by one vote without being discussed separately, unless requested by a Council Member or the Mayor, in which event the item or items will immediately be withdrawn for individual consideration in their normal sequence after the items not requiring separate discussion have been acted upon. The remaining items will be adopted by one motion and vote of the City Council.

5. Discussion and possible action approving the minutes of the City Council Meeting of April 16, 2026.

6. Discussion and possible action to appoint Mr. Bill Frerichs as a Primary Member of the Board of Adjustment.

7. Discussion and possible action to appoint Dr. Ian Thompson and Mr. Bob Walker as Alternate Members of the Board of Adjustment.

Individual Items for Consideration:

8. Discussion and possible action on appointing a Mayor Pro-Tem.

9. Report by Mayor on matters of community interest.

10. Report by City Council members on items of community interest.

11. Citizens to be heard.

At this time, citizens who have filled out a registration form prior to the start of the meeting may speak on any topic they wish to bring to the attention of the governing body so long as that topic is not on the agenda for this meeting. Citizens may speak on specific agenda items when that item is called for discussion. During the Citizens to be Heard section no council action may take place and no council discussion or response is required to the speaker. However, the Mayor or the City Administrator may make a statement of specific factual information in response to an inquiry or recite existing policy in response to an inquiry. A time limit of two minutes per speaker is permitted; the council may extend this time at their discretion.

12. Discussion and possible action concerning Ordinance #904 Construction in the Public Rights-of-Way and City Public Service Franchise Agreement.

13. Presentation and Discussion regarding the April 30, 2026, financial statement.

14. Discussion and setting one or more dates and times for a workshop on the City of Hill Country Village FY 2026-2027 City Budget.

15. Discussion with respect to Marmon Ridge Drive.

16. Discussion and possible action regarding approving the Resolution for the Termination of the Hill Country Village Economic Development Corporation.

17. Report by City Administrator/Chief of Police on matters of community interest.

18. Adjourn.

The Council reserves the right to discuss and appropriately act upon any item stated on this agenda in open session. The Council reserves the right to adjourn into executive session at any time during the course of this meeting to discuss any of the matters listed above, as authorized by Texas Government Code Sections 551.071 (Consultations with Attorney), 551.072 (Deliberations about Real Property), 551.073 (Deliberations about Gifts and Donations), 551.074 (Personnel Matters), 551.076 (Deliberations about Security Devices) and 551.087 (Economic Development). No action may be taken in Executive Session.

A copy of this meeting's agenda packet is available for public inspection, review, and copying at City Hall during regular business hours.

I certify that this notice of meeting was posted at City Hall at the date and time indicated below.



For

Frank Morales
City Administrator

26 MAY 15 AM 8:06



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**MINUTES
CITY COUNCIL MEETING
CITY HALL
116 ASPEN LANE
HILL COUNTRY VILLAGE, TEXAS 78232
THURSDAY, APRIL 16, 2026
5:30 P.M.**

The City Council for the City of Hill Country Village met for a City Council Meeting on Thursday, April 16, 2026, at 5:30 p.m. at City Hall, 116 Aspen Lane, Hill Country Village, Texas. This was an open meeting subject to the Texas Open Meetings Act.

Members Present:

Mayor Gabriel Durand-Hollis
Councilman Matthew Acock
Councilman Greg Blasko
Councilwoman Heather Chandler
Councilman Frank Rivas
Councilwoman Allison Francis

Members Not Present:

City Staff Present:

City Administrator, Frank Morales
Administrative Assistant, Linda Solis
City Attorney, Marc Schnall
Finance, Alexander Baez

1. Call to order.

Mayor Durand-Hollis called the meeting to order at 5:30 p.m.

2. Invocation and Pledge of Allegiance.

Mayor Durand-Hollis led those present in the Invocation and the Pledge of Allegiance.

CONSENT AGENDA:

3. Discussion and Possible Action approving the minutes of the City Council Meeting of March 19, 2026.

4. Discussion and possible action appointing Mr. John Dulske and Mr. Jay Eddy as Primary Members of the Board of Adjustment.

5. Discussion and possible action appointing Mr. Doug Boom as an Alternate Member of the Board of Adjustment.

6. Discussion and possible action appointing Ms. Melissa Childers-White, Mr. Doug Boom, Mr. Paul Blackburn, and Ms. Roxanna Gonzales-Soza as Primary Members of the Zoning Commission.

Councilman Blasko motioned to approve the consent agenda; Councilwoman Francis seconded the motion.

Motion passed.

INDIVIDUAL ITEMS FOR CONSIDERATION:

7. Report by Mayor Durand-Hollis on items of community interest.

Mayor Durand-Hollis reported no current meetings with attendance. He requested that any items of consideration for the future agendas be received 2 weeks in advance of the expected date of posting.

8. Report by City Council members on items of community interest.

Councilwoman Chandler would like to pull item #10, discussion and possible action on agreement with Joeris General Construction Ltd., from the agenda.

Councilman Blasko requested City Council be notified when a construction permit is applied for pertaining to the roads. He would also like to add an item to the next City Council agenda for the ordinance on cutting roads. Councilman Blasko requested that the invoice of the City Engineer be sent to the CPS contractor for payment.

9. Citizens to be heard.

At this time, citizens who have filled out a registration form prior to the start of the meeting may speak on any topic they wish to bring to the attention of the governing body so long as that topic is not on the agenda for this meeting. Citizens may speak on specific agenda items when that item is called for discussion. During the Citizens to be Heard section no council action may take place and no council discussion or response is required to the speaker. However, the Mayor or the City Administrator may make a statement of specific factual information in response to an inquiry or recite existing policy in response to an inquiry. A time limit of two minutes per speaker is permitted; the council may extend this time at their discretion.

Brian Beck, 117 Cherokee Lane, questioned about the golf cart permits requirements of seatbelts and license plates for the City.

10. Discussion and possible action on an agreement with Joeris General Contractors, Ltd. to provide Construction Manager-At-Risk services as the Constructor for the new City Hall Project.

Item pulled from the agenda.

11. Presentation and discussion regarding the March 31, 2026, financial statements.

City Council discussed the financial statements with Alexander Baez.

At 5:47 p.m., the City Council recessed the meeting.

At 5:51 p.m., Mayor Pro Tempore Francis reconvened the meeting.

Mayor Durand-Hollis departed the dais.

Mr. Baez presented the City Council with the budget totals and outlined the transfer of excess funds from the reserve balance to establish a six-month reserve.

City Council requested approval from the Auditors with details.

Councilman Acock gave a detailed description of the City's current balance and the proposal from the accountant to transfer funds for the residents.

12. Discussion and setting one or more dates and times for a workshop on the City of Hill Country Village FY 26-27 City Budget.

City Council requested a preliminary budget from the City Administrator in May and formal dates in June.

12. Report by City Administrator/Chief of Police on matters of community interest.

Chief Morales had nothing to report.

13. Adjourn.

Mayor Durand-Hollis adjourned the meeting at 6:04 p.m.

The Council reserves the right to discuss and appropriately act upon any item stated on this agenda in an open session. The Council reserves the right to adjourn into executive session at any time during the course of this meeting to discuss any of the matters listed above, as authorized by Texas Government Code Sections 551.071 (Consultations with Attorney), 551.072 (Deliberations about Real Property), 551.073 (Deliberations about Gifts and Donations), 551.074 (Personnel Matters), 551.076 (Deliberations about Security Devices) and 551.087 (Economic Development). No action may be taken in Executive Session.

APPROVED THIS 21st DAY OF MAY, 2026.

Gabriel Durand-Hollis
Mayor

Frank Morales
City Administrator

CONSTRUCTION IN THE PUBLIC RIGHTS-OF-WAY

AN ORDINANCE TO ESTABLISH RULES AND REGULATIONS GOVERNING THE CONSTRUCTION AND USE OF CITY PUBLIC RIGHTS-OF-WAY, AND MAY BE KNOWN AS THE "CONSTRUCTION IN THE PUBLIC RIGHTS-OF-WAY ORDINANCE" ESTABLISHING AN EFFECTIVE DATE AND PROVIDING A PENALTY OF NOT LESS THAN \$50.00 NOR MORE THAN \$500.00 UPON CONVICTION FOR VIOLATION OF ITS PROVISIONS

WHEREAS, the City of Hill Country Village (the "City") seeks to facilitate an orderly use of the Public Rights-of-Way in a non-discriminatory and competitively neutral basis; and,

WHEREAS, in accordance with applicable federal laws, including, but not limited to, 47 U.S.C. § 253 (c) and state laws, including, but not limited to, Tex. Util. Code § 14.008 and § 54.205; Tex. Transp. Code § 311.002 and § 311.003; and Tex. Loc. Gov't Code § 282.002; the City seeks to exercise its historical rights to control and manage its Public Rights-of-Way in a competitively neutral and nondiscriminatory basis; and implement certain police power regulations in the use of those Public Rights-of-Way, in accordance with Local Gov. Code § 283.056 and other applicable statutory authority.

NOW, THEREFORE BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF HILL COUNTRY VILLAGE, TEXAS

70.1 CONSTRUCTION IN THE PUBLIC RIGHTS-OF-WAY

70.1.1 FINDINGS AND PURPOSE

The purpose of this Ordinance is to:

- (A) Assist in the management of Facilities placed in, on or over the Public Right-of-Way in order to minimize the congestion, inconvenience, visual impact and other adverse effects, and the costs to the citizens resulting from the placement of facilities within the Public Rights-of Way;
- (B) Govern the use and occupancy of the Public Rights-of-Way;
- (C) Assist the City in its efforts to protect the public health, safety and welfare;
- (D) Conserve the limited physical capacity of the Public Rights-of-Way held in public trust by the City;

- (E) To preserve the physical integrity of the streets and highways;
- (F) To control the orderly flow of vehicles and pedestrians;
- (G) Keep track of the different entities using the rights-of-way to prevent interference between them;
- (H) Assist on scheduling common trenching and street cuts; and
- (I) Protect the safety, security, appearance, and condition of the Public Rights-of-Way.

This Ordinance may be referred to as the “Construction in the Public Rights-of-Way Ordinance.”

70.1.2 - AUTHORITY; SCOPE.

This Ordinance applies to all Persons that place Facilities in, on or over Public Rights-of-Way.

70.1.3 - DEFINITIONS.

In this Chapter:

- (A) **City** means The City of Hill Country Village, Texas. As used throughout, the term City also includes the designated agent of the City.
- (B) **City Administrator** means the City Administrator of the City or the City Administrator’s designee.
- (C) **Direction of the City** means all ordinances, laws, rules, resolutions, and regulations of the City that are not inconsistent with this Ordinance and that are now in force or may hereafter be passed and adopted.
- (D) **Facilities** means any and all of the wires, cables, fibers, duct spaces, manholes, poles, conduits, underground and overhead passageways and other equipment, structures, plant and appurtenances and all associated physical equipment placed in, on or under the Public Rights-of-Way.
- (E) **Person** means a natural Person (an individual), corporation, company, association, partnership, firm, limited liability company, statutorily created utility, government owned utility, joint venture, joint stock company or association, and other such entity.
- (F) **Public Rights-of-Way** means the same as in the Texas Local Government Code, § 283.002(6), the area on, below, or above a public roadway, highway, street, public

sidewalk, alley, waterway, or utility easement in which the municipality has an interest. The term does not include the airwaves above a Public Right-of-Way with regard to wireless telecommunications.

70.1.4 - MUNICIPAL AUTHORIZATION REQUIRED.

- (A) Any Person seeking to place Facilities on, in or over the Public Rights-of-Way, shall first file an application for a construction/building permit with the City and shall abide by the terms and provisions of this Ordinance pertaining to use of the Public Rights-of-Way.
- (B) Any Person, prior to placing, reconstructing, or altering Facilities in, on or over the Public Rights-of-Way, must obtain separate municipal authorization from the City.
- (C) Any Person with a current City franchise agreement or City Council authorization that specifically includes the right to construct within the Public Rights-of-Way and standards of such construction that is in effect at the time this Ordinance takes effect shall continue to operate under and comply with street construction obligations set forth in such franchise or authorization and comply with said terms until expiration of the franchise or authorization or until it is terminated by mutual agreement of the City and the Person or terminated as the law may otherwise provide.

70.1.5 - ADMINISTRATION AND ENFORCEMENT.

- (A) The City Administrator shall administer and enforce compliance with this Ordinance.
- (B) A Person shall report information related to the use of the Public Rights-of-Way that the City Administrator requires in the form and manner reasonably prescribed by the City Administrator.
- (C) The City Administrator shall report to the City Council upon the determination that a Person has failed to comply with this Chapter.

70.1.6 - CONSTRUCTION OBLIGATIONS.

A Person is subject to reasonable police power regulation of the City to manage its Public Rights-of-Way in connection with the construction, expansion, reconstruction, maintenance or repair of Facilities in the Public Rights-of-Way, pursuant to the City's rights as a custodian of public property, based upon the City's historic rights under state and federal laws. Such regulations include, but are not limited to, the following:

- (1) At the City's request, a Person shall furnish the City accurate and complete information and a construction/building permit application relating to the construction, reconstruction, removal, maintenance, operation and repair of Facilities performed by the Person in the Public Rights-of-Way.
- (2) A Person may be required to place certain Facilities within the Public Rights-of-Way underground according to applicable City requirements absent a compelling demonstration by the Person that, in any specific instance, this requirement is not reasonable or feasible nor is it equally applicable to other similar users of the Public Rights-of-Way.
- (3) A Person shall perform operations, excavations and other construction in the Public Rights-of-Way in accordance with all applicable City requirements, including the obligation to use trenchless technology whenever commercially economical and practical and consistent with obligations on other similar users of the Public Right-of-Way. The City shall waive the requirement of trenchless technology if it determines that the field conditions warrant the waiver, based upon information provided to the City by the Person. All excavations and other construction in the Public Rights-of-Way shall be conducted so as to minimize interference with the use of public and private property. A Person shall follow all reasonable construction directions given by the City in order to minimize any such interference. Road surfaces constructed or applied in the past ten (10) years will not be cut unless approval is granted by the City.
- (4) A Person must obtain a construction/building permit and any other permit, as reasonably required by applicable City Ordinances, prior to any excavation, construction, installation, expansion, repair, removal, relocation or maintenance of the Person's Facilities. Once a permit is issued, Person shall give to the City a minimum of forty-eight (48) hours notice (which could be at the time of the issuance of the permit) prior to undertaking any of the above listed activities on its Network in, on or under the Public Rights-of-Way. The failure of the Person to request and obtain a construction/building permit from the City prior to performing any of the above listed activities in, on or over any Public Right-of-Way, except in an emergency as provided for in Subsection (11) below, will subject the Person to a stop-work order from the City and enforcement action pursuant to the City's Ordinances. If the Person fails to act upon any permit within 90 calendar days of issuance, the construction/building permit shall become invalid, and the Person will be required to obtain another construction/building permit.

- (5) When a Person completes construction, expansion, reconstruction, removal, excavation or other work, the Person shall promptly restore the rights-of-way in accordance with applicable City requirements. A Person shall replace and properly relay and repair the surface, base irrigation system and landscape treatment of any Public Rights-of-Way that may be excavated or damaged by reason of the erection, construction, maintenance, or repair of the Person's Facilities within thirty (30) calendar days after completion of the work in accordance with existing standards of the City in effect at the time of the work, including Exhibit "B", Street Cut Standards.
- (6) Upon failure of a Person to perform any such repair or replacement work, and five (5) days after written notice has been given by the City to the Person, the City may repair such portion of the Public Rights-of-Way as may have been disturbed by the Person, its contractors or agents. Upon receipt of an invoice from the City, the Person will reimburse the City for the costs so incurred within thirty (30) calendar days from the date of the City invoice.
- (7) Should the City reasonably determine, within two (2) years from the date of the completion of the repair work, irrigation system or landscape treatment requires additional restoration work to meet existing standards of the City, a Person shall perform such additional restoration work to the satisfaction of the City, subject to all City remedies as provided herein. All repairs, for streets or right of way, its surface and base, are guaranteed by the Person making the repair, and the Person causing the repair to be made, for the "life of the street." The "life of the street" for these purposes is defined to be until such time as that certain street or right-of-way is repaved by the city or another, in the same location as the excavation.
- (8) Notwithstanding the foregoing, if the City determines that the failure of a Person to properly repair or restore the Public Rights-of-Way constitutes a safety hazard to the public, the City may undertake emergency repairs and restoration efforts. A Person shall promptly reimburse the City for all costs incurred by the City within thirty (30) calendar days from the date of the City invoice.
- (9) A Person shall furnish the City with construction plans and maps showing the location and proposed routing of new construction or reconstruction at least fifteen (15) days before beginning construction or reconstruction that involves an alteration to the surface or subsurface of the Public Rights-of-Way. A Person may not begin construction until the location of new Facilities and proposed routing of the new construction or reconstruction and all required plans and drawings have been approved in writing by the

City, which approval will not be unreasonably withheld, taking due consideration of the surrounding area and alternative locations for the Facilities and routing.

- (10) If the Mayor declares an emergency with regard to the health and safety of the citizens and requests by written notice the removal or abatement of Facilities, a Person shall remove or abate the Person's Facilities by the deadline provided in the Mayor's request. The Person and the City shall cooperate to the extent possible to assure continuity of service. If the Person, after notice, fails or refuses to act, the City may remove or abate the facility, at the sole cost and expense of the Person, without paying compensation to the Person and without the City incurring liability for damages.
- (11) Except in the case of customer service interruptions and imminent harm to property or Person ("Emergency Conditions"), a Person may not excavate the pavement of a street or public rights-of-way without first complying with City requirements. The City Administrator or designee shall be notified immediately regarding work performed under such Emergency Conditions, and the Person shall comply with the requirements of City standards for the restoration of the Public Rights-of-Way. Except as specifically provided otherwise in this article, excavations authorized by this section shall be subject to all requirements of this ordinance.
- (12) Within sixty (60) days of completion of each new permitted section of a Person's Facilities, the Person shall supply the City with a complete set of "as built" drawings for the segment in a format used in the ordinary course of the Person's business and as reasonably prescribed by the City, and as allowed by law.
- (13) **Joint Construction**
 - (a) It is the City's desire to minimize the amount of time its public rights-of-way are under construction. Construction in the public right-of-way causes traffic congestion, inconvenience to vehicle and pedestrian citizen travelers, and eventual weakness of the infrastructure. The City will therefore require all applicants for a construction/building permit for placement of Facilities in the public rights-of-way to endeavor to coordinate and enter into joint construction agreements of their Facilities in the public rights-of-way. Once the City receives a Person's application for a construction/building permit, the City will provide the applicant with the names, addresses and phone numbers of contact persons of other applicants for construction in the public rights-of-way. It will be the responsibility of all the applicants to coordinate with other Persons in the

excavation of the public rights-of-way for the installation, reconstruction, removal, relocation, maintenance, operation, or repair of their Facilities. The applicants are required to use their best efforts to coordinate with each other and provide the City with a joint construction time line. If the City has current applications for a construction/building permit pending with the City and an applicant refuses to cooperate with any other applicants for joint construction, that applicant's request for a construction/building permit shall be denied for the requisite time period.

- (b) Once a construction in the right-of-way permit has been granted and the construction project completed, the City shall impose a four (4) month moratorium on construction in the public rights-of-way in any location that has previously been disturbed or excavated. No construction/building permit shall be issued until the City Administrator is fully satisfied that the applicant has contacted and attempted to coordinate a joint construction agreement with other pending applicants. An applicant's failure to cooperate in the joint construction of facilities may result in the denial of their construction/building permit application for the requisite time period.

70.1.7 - CONDITIONS OF PUBLIC RIGHTS-OF-WAY OCCUPANCY.

- (A) In the exercise of governmental functions, the City has first priority over all other uses of the Public Rights-of-Way. The City reserves the right to lay sewer, gas, water, electric and other pipe lines or cables and conduits, and to do underground and overhead work, and attachments, restructuring or changes in aerial Facilities in, across, along, over or under a public street, alley or Public Rights-of-Way occupied by a Person, and to change the curb, sidewalks or the grade of streets.
- (B) The City shall assign the location in or over the Public Rights-of-Way among competing users of the Public Rights-of-Way with due consideration to the public health and safety considerations of each user type, and to the extent the City can demonstrate that there is limited space available for additional users, may limit new users, as allowed under state or federal law.
- (C) If the City authorizes abutting landowners to occupy space under the surface of any public street, alley, or Public Rights-of-Way, the grant to an abutting landowner shall be subject to the rights of the previously authorized user of the Public Rights-of-Way. If the City closes or abandons a Public Right-of-Way that contains a portion of a Person's Facilities, the City shall close or abandon such Public Right-of-Way subject to the rights of the Person.
- (D) If the City gives written notice, a Person shall, as its own expense, temporarily or permanently, remove, relocate, change or alter the position of Person's Facilities that are

in the Public Rights-of-Way within 120 days, except in circumstances that require additional time as reasonably determined by the City based upon information provided by the Person. For projects expected to take longer than 120 days to remove, change or relocate, the City will confer with Person before determining the alterations to be required and the timing thereof. The City shall give notice whenever the City has determined that removal, relocation, change or alteration is reasonably necessary for the construction, operation, repair, maintenance or installation of a City or other governmental public improvement in the Public Rights-of-Way. This section shall not be construed to prevent a Person's recovery of the cost of relocation or removal from third parties who initiate the request for relocation or removal, nor shall it be required if improvements are solely for beautification purposes without prior joint deliberation and agreement with Person.

If the Person fails to relocate Facilities in the time allowed by the City in this Section, the Person may be subject to liability to the City for such delay and as set forth in the City Code of Ordinances, now or hereafter enacted.

Notwithstanding anything in this Subsection (D), the City Administrator and a Person may agree in writing to different time frames than those provided above if circumstances reasonably warrant such a change.

- (E) During the term of its Municipal Consent, a Person may trim trees in or over the rights-of-way for the safe and reliable operation, use and maintenance of its Facilities. All tree trimming shall be performed in accordance with standards promulgated by the City. Should the Person, its contractor or agent, fail to remove such trimmings within twenty-four (24) hours, the City may remove the trimmings or have them removed, and upon receipt of a bill from the City, the Person shall promptly reimburse the City for all costs incurred within thirty (30) working days.
- (F) Persons shall temporarily remove, raise or lower its aerial Facilities to permit the moving of houses or other bulky structures, if the City gives written notice of no less than 48 hours. The expense of these temporary rearrangements shall be paid by the party or parties requesting and benefiting from the temporary rearrangements. Person may require prepayment or prior posting of a bond from the party requesting temporary move.

70.1.8 - INSURANCE REQUIREMENTS.

- (A) A Person shall obtain and maintain insurance in the amounts reasonably prescribed by the City with an insurance company licensed to do business in the State of Texas acceptable to the City throughout the term of a Municipal Consent conveyed under this Chapter. A Person shall furnish the City with proof of insurance at the time of the application for the construction/building permits. The City reserves the right to review the insurance requirements and to reasonably adjust insurance coverage and limits when the City

Administrator determines that changes in statutory law, court decisions, or the claims history of the industry or the Person require adjustment of the coverage. For purposes of this section, the City may accept certificates of self-insurance issued by the State of Texas or letters written by the Person in those instances where the State does not issue such letters, which provide the same coverage as required herein. However, for the City to accept such letters the Person must demonstrate by written information that it has adequate financial resources to be a self-insured entity as reasonably determined by the City, based on financial information requested by and furnished to the City. The City's current insurance requirements are described in Exhibit "A" attached hereto.

- (B) Person shall furnish, at no cost to the City, copies of certificates of insurance evidencing the coverage required by this Section to the City. The City may request the deletion, revision or modification of particular policy terms, conditions, limitations or exclusions, unless the policy provisions are established by a law or regulation binding the City, the Person, or the underwriter. If the City requests a deletion, revision or modification, a Person shall exercise reasonable efforts to pay for and to accomplish the change.
- (C) An insurance certificate shall contain the following required provisions:
 - (1) name the City and its officers, employees, board members and elected representatives as additional insureds for all applicable coverage;
 - (2) provide for 30 days notice to the City for cancellation, non-renewal, or material change; and
 - (3) provide that notice of claims shall be provided to the City Administrator by certified mail.
- (D) Person shall file and maintain proof of insurance with the City Administrator. An insurance certificate obtained in compliance with this section is subject to review by the City Attorney and approval by the City Administrator. The City may require the certificate to be changed to reflect changing liability limits. A Person shall immediately advise the City Attorney of actual or potential litigation that may develop which may affect an existing carrier's obligation to defend and indemnify.
- (E) An insurer has no right of recovery against the City. The required insurance policies shall protect the Person and the City. The insurance shall be primary coverage for losses covered by the policies.
- (F) The policy clause "Other Insurance" shall not apply to the City if the City is an insured under the policy.
- (G) The Person shall pay premiums and assessments. A company which issues an insurance policy has no recourse against the City for payment of a premium or assessment.

Insurance policies obtained by a Person must provide that the issuing company waives all right of recovery by way of subrogation against the City in connection with damage covered by the policy.

- (H) An applicant, prior to any construction, repair, adjustment, relocation, or replacement of Facilities must furnish a bond or security pursuant to this ordinance. The Applicant shall file an annual surety bond which will be valid each year construction will occur through one (1) full year after the completion of the construction from a surety company authorized to do business in the State of Texas in the amount of the estimated amount of the cost to restore the right-of-way for the work anticipated to be done in that year, in the event the applicant leaves a job site in the right-of-way unfinished, incomplete or unsafe.

70.1.9 - INDEMNIFICATION

- (A) Unless otherwise provided by Tex. Loc. Gov't. Code §283.057, any permit issued under this ordinance shall not be effective unless it contains the following:

Each person agrees to and shall indemnify, hold harmless and defend, the City, its officers, agents and employees, collectively referred to as "City", from and against any and all claims, losses, damages, causes of action, suits and liability of every kind, including all expenses of litigation, court costs, and attorney's fees for injury to or death of any person, or for damage to any property, arising out of or in connection with the construction, maintenance, operation, repair, replacement, adjustment or removal of any part or all of the Facilities permitted herein, where such injuries, death, or damages are caused by the concurrent negligence of the City and Person and/or by the joint or sole negligence of the Person. It is the expressed intention of the parties hereto, both Person and the City, that the indemnity provided for in this paragraph is an indemnity by Person to indemnify, protect and defend the City from the consequences of (i) the City's own negligence, where that negligence and Persons negligence are concurring causes of the injury, death or damage; and/or (ii) Persons joint and sole negligence. Furthermore, the indemnity provided for in this paragraph shall have no application to any claim, loss, damage, cause of action, suit and liability where the injury, death or damage results from the sole negligence of the City unmixed with the fault of any other person or entity.

- (B) Each Person placing Facilities in the Public Rights-of-Way shall agree to promptly defend, indemnify and hold the City harmless from and against all damages, costs, losses or expenses (i) for the repair, replacement, or restoration of City's or any other public utilities property, equipment, materials, structures and Facilities which are damaged, destroyed or found to be defective as a result of the Person's acts or omissions; (ii) from and against any and all claims, demands, suits, causes of action, and judgments for (a) damage to or loss of the property of any Person (including, but not limited to the Person, its agents, officers, employees and subcontractors, City's agents, officers and employees, and third parties); and/or (b) death, bodily injury, illness, disease, loss of services, or loss

of income or wages to any Person (including, but not limited to the agents, officers and employees of the Person, Person's subcontractors, the City, and third parties), arising out of, incident to, concerning or resulting from the negligent or willful act or omissions of the Person, its agents, employees, and/or subcontractors, in the performance of activities pursuant to this Ordinance.

- (C) The provisions of this indemnity is solely for the benefit of the City and is not intended to create or grant any rights, contractual or otherwise, to any other Person or entity.
- (D) No indemnity shall be required of any governmental entity prohibited by law from contracting for such obligation.

70.1.10 - NO GRANT OF CITY EASEMENT

- (A) Nothing in this ordinance shall be construed as granting permission for the use of any public way within the CITY, without the express consent of the City Council.
- (B) Nothing in this ordinance shall be construed as an assumption by the CITY of any responsibility of an owner or operator of Facilities not owned by the CITY, and no CITY officer, employee or agent shall have authority to relieve an owner or operator of a Facilities from their responsibility under this ordinance or any other law.

70.1.11 - SEVERABILITY.

The provisions of this ordinance are severable. However, in the event this Ordinance or any procedure provided in this Ordinance becomes unlawful, or is declared or determined by a judicial, administrative or legislative authority exercising its jurisdiction to be excessive, unenforceable, void, illegal or otherwise inapplicable, in whole or in part, the remaining and lawful provisions shall be full force and effect and the City shall promptly promulgate new or revised provisions in compliance with the authority's decision or enactment.

70.1.12 - GOVERNING LAW.

This Ordinance shall be construed in accordance with City Ordinances in effect on the date of passage of this Ordinance to the extent that such Ordinances are not in conflict with or in violation of the Constitution and laws of the United States or the State of Texas, subject to the City's ongoing authority to adopt reasonable regulations to manage it Public Rights-of-Way, pursuant to Sections 6 and 7 or as otherwise provided by law.

70.1.13 -PENALTY.

Any person violating the provisions of this Ordinance shall, upon conviction, be subject to a fine of not less than \$50.00 nor more than \$500.00.

70.1.14 – EFFECTIVE DATE

This Ordinance shall become effective subsequent to legal publication and 30 days from the date of its enactment by City Council, whichever date is later.


PASSED AND APPROVED this 22nd day of March 2004.





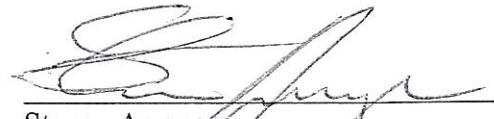
T. J. Ralph
Mayor

ATTEST:



David J. Harris
City Administrator
Acting City Secretary

APPROVED AS TO FORM:



Steven Arronge
City Attorney

Exhibit "A"

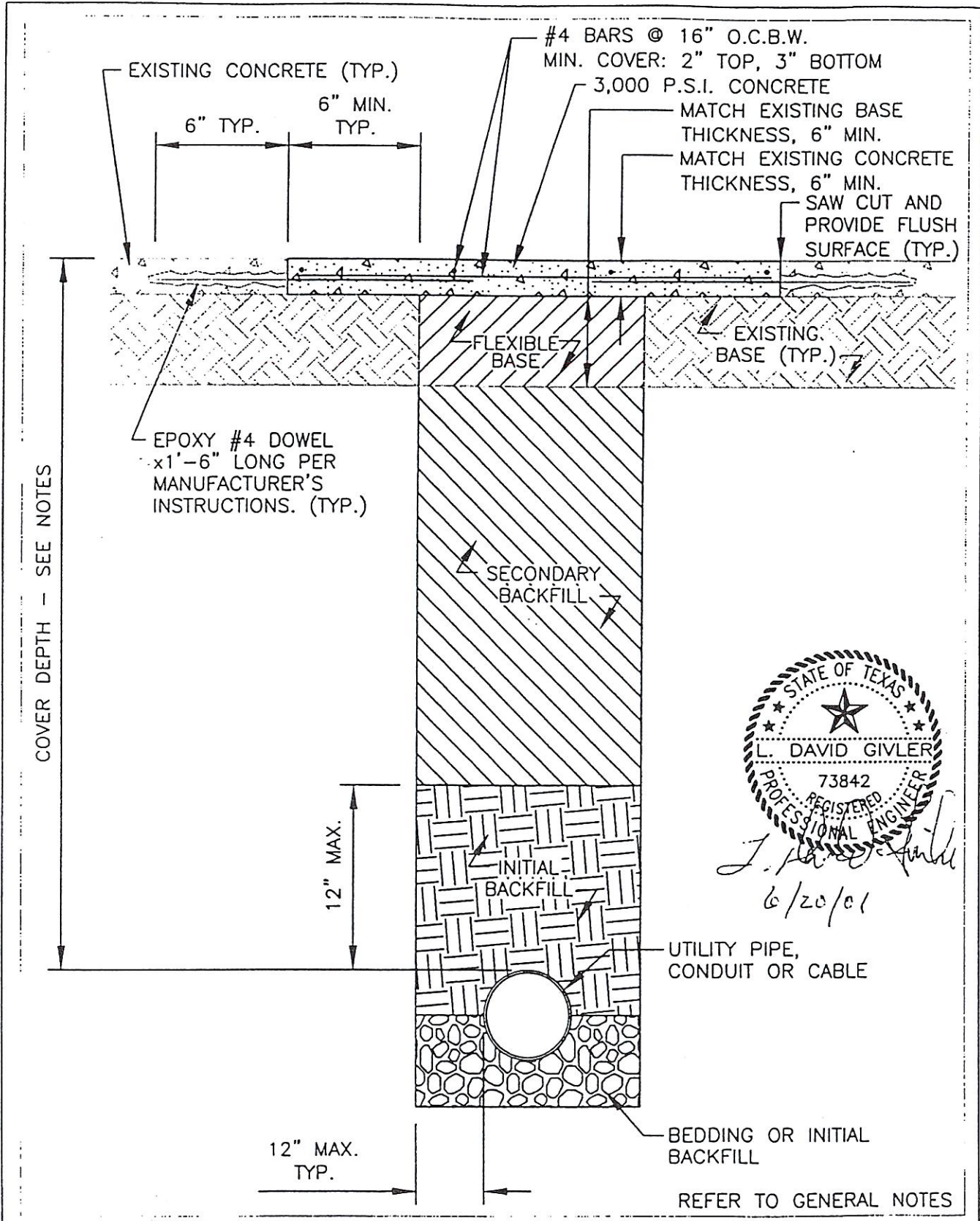
City of Hill Country Village Insurance Requirements

An applicant for a permit for construction/building in the public right-of-way shall maintain at all times during the life of the construction/building permit; during the term of municipal consent/franchise agreement.; and as long as the Person is providing local access under Tex Loc. Gov't Code 283, shall maintain at all times, liability insurance in the total amount of two million dollars (\$2,000,000.00). The coverage must be on an "occurrence" basis and must include coverage for personal injury, contractual liability, premises liability, medical damages, underground, explosion and collapse hazards, as it pertains to all Facilities owned by the Person in a public right-of-way in the City's jurisdiction. Such policy shall name the City of Hill Country Village, its officers, agents, and employees as an additional insured. Each policy must include a cancellation provision in which the insurance company is required to notify the City in writing, not fewer than thirty (30) days before canceling, failing to renew, or reducing policy limits. The applicant shall file the required original certificate of insurance prior to any issuance of a permit to commencement of work.

Exhibit "B"
City of Hill Country Village
Street Cut Standards

June 20, 2001

5 pages, including cover



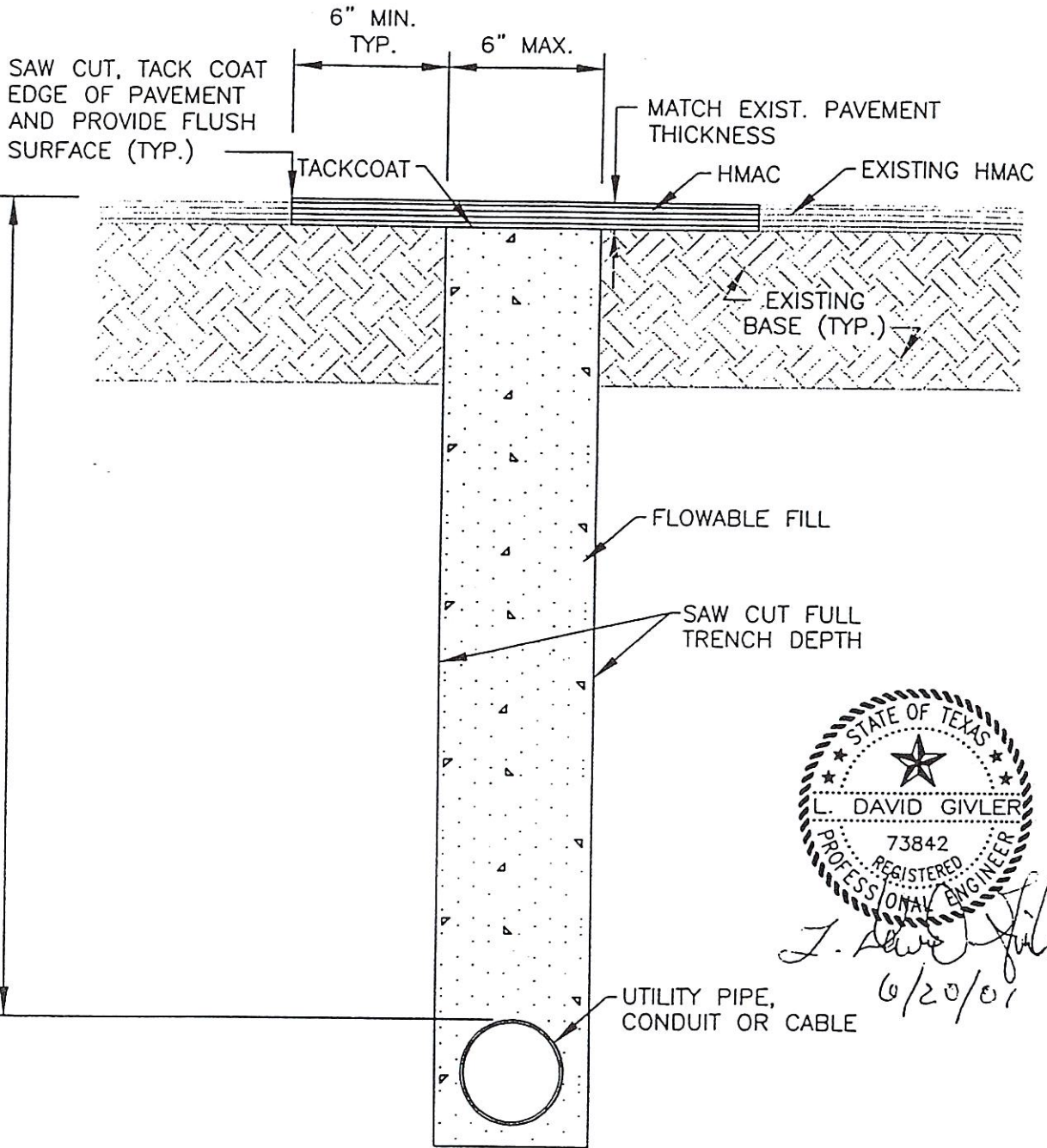
L. David Givler
6/20/01

PROJECT NUMBER: HCV-013
FILE NAME: TRENCH.DWG

Givler Engineering, Inc.
2181 NW Military Hwy, Suite 114
Castle Hills, Texas 78213

THE CITY OF HILL COUNTRY VILLAGE
STREET CUT STANDARDS
STANDARD DETAIL FOR UTILITY
TRENCH IN CONCRETE PAVEMENT

Date	JUNE 20, 2001
Figure	3



L. David Givler
6/20/01

REFER TO GENERAL NOTES

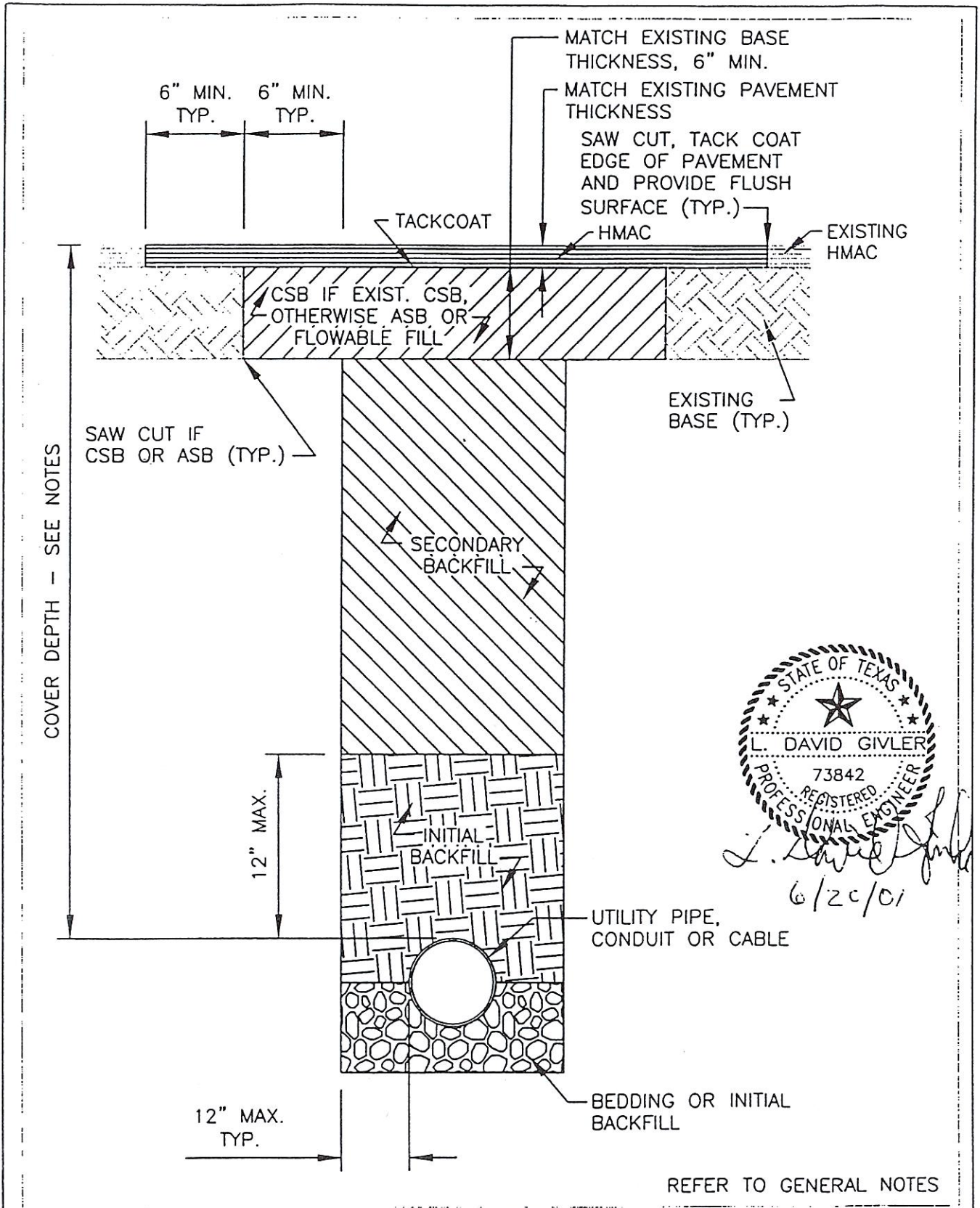
PRC NUMBER: HCY-013
FILE NAME: TRENCH.DWG

Givler Engineering, Inc.
2181 NW Military Hwy, Suite 114
Castle Hills, Texas 78213

THE CITY OF HILL COUNTRY VILLAGE
STREET CUT STANDARDS
STANDARD DETAIL FOR NARROW UTILITY
TRENCH IN ASPHALT PAVEMENT

Date
JUNE 20, 2001

Figure



PROJECT NUMBER: HCV-013
 FILE NAME: TRENCH.DWG

Givler Engineering, Inc.
 2161 NW Military Hwy, Suite 114
 Castle Hills, Texas 78213

THE CITY OF HILL COUNTRY VILLAGE
 STREET CUT STANDARDS
 STANDARD DETAIL FOR UTILITY
 TRENCH IN ASPHALT PAVEMENT

REFER TO GENERAL NOTES

Date
 JUNE 20, 2001

Figure

General Notes: Street Cuts and Utility Work in Hill Country Village Rights-of-Way

1. The intent of the General Notes and Standard Details is to minimize settlement and damage to the road. The utility Designer and Contractor are responsible for selecting proper pipe, conduit, Bedding and Initial Backfill materials, within the limits set below, to ensure proper utility performance.
2. Excavations and project work areas shall conform to OSHA requirements.
3. Provide barricades and traffic control in conformance with the Texas Manual on Uniform Traffic Control Devices.
4. Saw cut full depth of pavement surface, asphalt stabilized base (ASB), and Cement-Stabilized Base (CSB) prior to excavation.
5. Protect existing pavement from scrapes and gouges. Restore damaged pavement.
6. Compact Initial Backfill to at least 90% max. dry density (TEX 113E/114E).
7. Compact Secondary Backfill to at least 95% max. dry density, in areas to be under pavement and to at least 90% max. dry density elsewhere (TEX 113E/114E). Set moisture content within 2% of optimum for compaction. Lift thickness prior to compaction shall be less than 8" when compacted with hand-operated equipment and shall be less than 12" when compacted with rolling equipment.
8. Bedding Material and Initial Backfill (or Embedment Material) may consist of gravel, crushed stone or sand or meet the requirements for Secondary Backfill.
9. Secondary Backfill shall consist of Select Material, Flexible Base, CSB or Flowable Fill.
10. Select Material may be material excavated from the trench. It must be loam, sandy clay, gravelly clay, or soft shale and may not be a porous material such as sand or gravel. At least 80% of the material by weight must pass a 3-inch sieve and be free of large clods and stones.
11. Flexible Base shall be Type A, Grade 1 or 2 in conformance with the Texas Department of Transportation's (TxDOT's) Item 247 in the current edition of Standard Specifications for Construction of Highways, Streets and Bridges (Standard Specs).
12. CSB shall be Flexible Base, as defined above, with water and at least 7% portland cement in conformance with TxDOT's Test Method Tex-120-E.
13. ASB shall be Grade 1 or Grade 2 Hot Mix/Cold Laid or Hot Mix/Hot Laid in conformance with TxDOT's Item 345 of the Standard Specs. Compact to 95% of maximum density in equal lifts not to exceed 5" in compacted thickness. The total compacted thickness shall be at least as great as the existing base thickness and shall be a minimum of 6".
14. Flowable Fill shall conform to TxDOT's Item 4438 in the Standard Specs, including the following:
 - Fly Ash - ASTM C168, Class C or F
 - Sand - Fine enough to stay in suspension in the mortar as required for proper flow. All particles shall be less than 3/4" in size. Zero to ten percent shall pass the No. 200 sieve.
 - Admixtures - ASTM C260 and/or C494
 - Strength - The 28-day unconfined compressive strength shall be less than 1,000 psi. The 3-day unconfined compressive strength must exceed 25 psi.
15. Hot Mix Asphaltic Concrete (HMAC) shall be Type D in conformance with TxDOT's Item 340 in the Standard Specs. Confine HMAC to the limits of cut. Construct flush with existing pavement.
16. Tack Coat shall conform to TxDOT's Item 310 and 340 in the Standard Specs. Thoroughly clean surfaces prior to application. Apply uniformly to ensure bonding and sealing between HMAC patch and existing surfaces. Prevent splattering outside of bonding areas.
17. Minimum cover depth shall be 30 inches unless more stringent requirements apply.



July 1, 2014

The Honorable Gabriel Durand-Hollis
Mayor
City of Hill Country Village
116 Aspen Lane
Hill Country Village, TX 78232

Dear Mayor Durand-Hollis,

Thank you for returning the executed copy of the City of Hill Country Village Ordinance 1121, granting an electric and gas franchise to CPS Energy. Enclosed, please find a copy of that agreement for your records attached to an official acceptance of franchise agreement from CPS Energy.

Our Board and staff appreciate the cooperation and confidence of your City Council in CPS Energy. CPS Energy continues to pledge to you and your citizens (our ratepayers), high quality energy services, produced in an environmentally friendly manner, at a reasonable cost.

If we can be of further service to you, please contact your CPS Energy representative, Roland Hinojosa, at 210-353-2747.

Sincerely,

A handwritten signature in black ink, appearing to read "Paula Gold-Williams". The signature is fluid and cursive, with the first name "Paula" being the most prominent.

Paula Gold-Williams
EVP & Chief Financial Officer



**ACCEPTANCE OF FRANCHISE AGREEMENT
GRANTED BY
THE CITY OF HILL COUNTRY VILLAGE, TEXAS**

The franchise agreement adopted, by Ordinance 1121 by the governing body of the City of Hill Country Village, Texas on the 20th day of March, 2014, is hereby accepted by the City of San Antonio acting by and through the City Public Service Board, as provided in Section 1 of said ordinance.

Signed and delivered on this 1st day of July, 2014.

CITY PUBLIC SERVICE BOARD (CPS Energy)

By *Paula Gold-Williams*

Paula Gold-Williams
EVP & Chief Financial Officer

ORDINANCE NO. 1121

AN ORDINANCE AMENDING ORDINANCE NO. 1066, AN ORDINANCE GRANTING AN ELECTRIC AND GAS FRANCHISE TO CITY PUBLIC SERVICE, TO INCREASE THE PAYMENT TO THE CITY FOR STREET RENTAL, TO PROVIDE FOR AN OPTION TO FURTHER INCREASE SAID PAYMENT, AND TO ADOPT A NEW COMMENCEMENT DATE FOR SUCH ELECTRIC AND GAS FRANCHISE

WHEREAS, by Ordinance No. 1066, the City Council granted an Electric and Gas Franchise to the City of San Antonio acting by and through its City Public Service Board (CPS Energy), said franchise to be for a 20-year term commencing on July 29, 2010; and

WHEREAS, Ordinance No. 1066 also provided for a payment by CPS Energy to the City of Hill Country Village for street rental in the amount of three percent of CPS Energy's gross receipts from the sale of electricity and gas within the City of Hill Country Village; and

WHEREAS, by action taken on January 16, 2014, the City Council amended Ordinance No. 1066 and the Electric and Gas Franchise to increase the payment by CPS Energy to the City of Hill Country Village for street rental to four percent of CPS Energy's gross receipts from the sale of electricity and gas within the City for a twenty year term commencing February 1, 2014; and

WHEREAS, CPS Energy has offered to increase the payment to the City of Hill Country Village for street rental from four percent of CPS Energy's gross receipts from the sale of electricity and gas within the City of Hill Country Village to four and one-half percent of CPS Energy's gross receipts from the sale of electricity and gas within the City of Hill Country Village provided that the City of Hill Country Village agree to amend Ordinance No. 1066 to provide for a twenty (20) year franchise with the term commencing April 1, 2014;

WHEREAS, the City Council of the City of Hill Country Village believes that changing the commencement date of the twenty (20) year franchise to CPS Energy from February 1, 2014 to April 1, 2014 in exchange for an increase in the amount to be paid to the City of Hill Country Village for street rental from four percent to four and one-half percent is in the best interest of the City and its citizens.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF HILL COUNTRY VILLAGE, TEXAS, as follows:

Section 1. Section 1 of Ordinance No. 1066 is hereby amended to read as follows:

SECTION 1. Description. This agreement hereby grants the City of San Antonio, acting by and through the City Public Service Board (CPS Energy), a twenty (20) year franchise commencing on April 1, 2014, for transmission, distribution, and sale of electricity and gas within CPS Energy's certificated service area and within the City of Hill Country Village, Texas (Franchise Agreement). CPS Energy may construct, operate, and maintain in, upon, over, under,

and across the present and future streets, alleys, public ways and places within the City of Hill Country Village, Texas (City) all the facilities CPS Energy deems reasonably necessary for the rendition of safe, reliable, and economical electric and gas service (CPS Energy Facilities).

Section 2. Section 2 of Ordinance No. 1066 (inclusive of Sections 2, 2.1, and 2.2) is hereby amended to read as follows:

SECTION 2. Payment for Street Rental. CPS Energy shall make a payment for street rental to the City in the amount of four and one-half percent (4.5%) of CPS Energy's gross receipts from the sale of electricity and gas within the City. "Gross receipts" excludes uncollectibles. The payment for street rental shall be treated by CPS Energy as a system-wide cost of service, and shall not be identified separately on the customer bill.

2.1 The payment for street rental will reflect CPS Energy's gross receipts for such sales, on a quarterly basis and will be due to the City within thirty (30) days after the close of each calendar quarter in CPS Energy's fiscal year.

2.2 If at any time within the term of this franchise the City passes an ordinance increasing the franchise fee from 4.5% to 5.5%, CPS Energy agrees to execute documents necessary to accept this increased fee. Payment of the additional 1% shall be treated by CPS Energy as a City-specific fee and will be identified separately as a surcharge on bills of customers residing within the City limits. Payment to the City of this additional street rental fee will be made consistent with the procedure described in Section 2.1, beginning no sooner than the following quarter, as soon as the implemented surcharge is reflected on customer bills.

Section 3. Section 12 of Ordinance No. 1066 is hereby amended to read as follows:

SECTION 12. Effective Date. This Franchise Agreement shall become effective upon its adoption by the City in the form authorized by the Board of CPS Energy. It shall supersede and take precedence over inconsistent ordinances, resolutions, or regulations hereafter or heretofore passed by the City. The payments provided for in SECTION 2 shall be effective for CPS Energy's gross receipts from electric and gas sales within the City commencing April 1, 2014, if (a) this Franchise Agreement is adopted by the City on or before March 31, 2014, and (b) a copy of this Ordinance is provided to CPS Energy on or before March 31, 2014, or otherwise shall be effective for CPS Energy's gross receipts from electric and gas sales within the City commencing the first day of the month following adoption by the City.

Section 4. Except as amended by Sections 1, 2, and 3 of this ordinance, Ordinance No. 1066 is ratified.

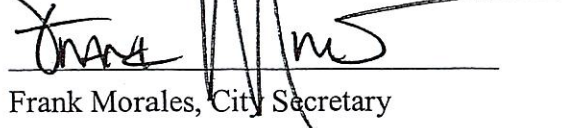
Section 5. This Ordinance shall be effective upon passage and adoption.

PASSED AND APPROVED this 20th day of March, 2014.



GABRIEL DURAND-HOLLIS, Mayor

ATTEST:



Frank Morales, City Secretary

ORDINANCE NO. 1066

GRANTING AN ELECTRIC AND GAS FRANCHISE TO CITY PUBLIC SERVICE

BE IT ORDAINED BY THE CITY COUNCIL

OF THE CITY OF HILL COUNTRY VILLAGE

SECTION 1. Description. This agreement hereby grants the City of San Antonio, acting by and through the City Public Service Board, (CPS Energy), a twenty-year franchise commencing on July 29 2010, for transmission, distribution and sale of electricity and gas within CPS Energy's certificated service area and within the City of Hill Country Village (Franchise Agreement). CPS Energy may construct, operate and maintain in, upon, over, under, and across the present and future streets, alleys, public ways and places within the City of Hill Country Village (City) all the facilities CPS Energy deems reasonably necessary for the rendition of safe, reliable and economical electric and gas service (CPS Energy Facilities).

SECTION 2. Payment for Street Rental. CPS Energy shall make a payment for street rental to the City in the amount of three percent (3%) of CPS Energy's gross receipts from the sale of electricity and gas within the City. "Gross receipts" excludes uncollectibles. The payment for street rental shall be treated by CPS Energy as a system-wide cost of service, and shall not be identified separately on the customer bill.

- 2.1. The payment for street rental will reflect CPS Energy's gross receipts for such sales, on a quarterly basis and will be due to the City within thirty (30) days after the close of each quarter in CPS Energy's fiscal year.

SECTION 3. Limitation on Assessments. The street rental charge is in lieu of all other fees or charges and the City shall not impose or collect, nor attempt to impose or collect, any charge or fee in connection with the construction, operation and maintenance of CPS Energy Facilities within the City other than the payment for street rental provided for under SECTION 2 above.

SECTION 4. Audits. Upon written notice to CPS Energy, the City shall be entitled, during normal working hours and at reasonable intervals during the term of this agreement, to audit records of CPS Energy supporting the payment for street rental, including customer lists, to the extent such information is public information, and records showing gross receipts from sales of electricity and gas within the City as governed by the Confidentiality Agreement (Exhibit "A") attached hereto.

SECTION 5. Construction, Operation and Maintenance of Facilities. CPS Energy may open cut streets, curbs and sidewalks, bore, or utilize any other methods it deems reasonably necessary to construct, operate and maintain CPS Energy Facilities within the City. The design and construction of CPS Energy Facilities and CPS Energy's access to and restoration of paved surfaces shall be in accordance with CPS' design and construction standards, which CPS Energy shall make available for review by the City upon request. Street cuts and restoration of paved surfaces shall be subject to ordinances that have been or may be adopted by the City, to the extent that such requirements are not in conflict with the following provisions.

5.1 Prior to starting any work, CPS Energy shall give ten (10) days written notice of the scope and duration of the work to the official designated by the City. Prior notice may be reduced or waived by the City in order to allow the work to proceed. In the event CPS Energy determines there is an emergency, CPS Energy may act without any prior notice, but shall provide notice to the City as soon as practicable.

5.2 The surface of any street, alley, or public way or place disturbed by CPS Energy shall be restored by CPS Energy within a reasonable time after the completion of the work. No street, alley, or public way or place shall be encumbered by CPS Energy for a longer period than shall be reasonably necessary to execute the work. CPS Energy shall continue to maintain the integrity of the portion of any paved surface over CPS Energy Facilities, as restored by CPS Energy during the work, as long as CPS Energy Facilities remain in use by CPS Energy at that location. CPS Energy shall have no responsibility for any injuries to landscaping or improvements located over, under, or around CPS Energy Facilities, but shall use reasonable care to avoid such injuries.

SECTION 6. Civic Improvements. The City shall give reasonable prior written notice of street repaving, widening or straightening projects to CPS Energy. CPS Energy shall, at its expense, relocate CPS Energy Facilities in connection with activities reasonably related to the City's widening or straightening of streets.

SECTION 7. Use of Pole Space. CPS Energy shall permit the City to use existing CPS Energy poles for the City's communications conductors used for the City's governmental purposes, to the extent CPS Energy determines space is available. Such use shall be subject to the City's execution of CPS Energy's form of contract for pole attachment and payment of the CPS Energy fees applicable to such service.

SECTION 8. Rate Schedules. CPS Energy shall offer to serve the City's accounts under the rate schedules most favorable to the City, in accordance with CPS Energy's Rules and Regulations applying to Electric and Gas Service.

SECTION 9. Furnishing of Information. CPS Energy will make available to the City meeting agendas for CPS Energy's Board meetings, information packets, and rate filings, and will arrange periodic sessions for presentations by and discussions with knowledgeable CPS Energy employees.

CPS Energy will at times provide confidential and competitively sensitive information to the City, including, quarterly electrical usage reports. The City agrees to keep such information confidential according to the Confidentiality Agreement for an Inter-Governmental Transfer of Information attached hereto as Exhibit A.

SECTION 10. Uniform Franchise Benefits. If at any time during the term of this Franchise Agreement, CPS Energy enters into another franchise agreement for the provision of electric or gas service which provides increased financial benefits to any incorporated community in excess of the percentages stated in SECTION 2, CPS Energy shall provide written notice of such event to the City by certified mail. At the option of the City, which must be exercised in writing within ninety (90) days after the City's receipt of notice from CPS Energy, this Franchise Agreement shall be amended to incorporate such increased financial benefit. The amendment to the Franchise Agreement shall be effective from the same date shown in the franchise agreement with such other incorporated community.

9-30-10
NO Need for a
Commencing date
per Jim McAden
CPS
gmb

SECTION 11. Limited indemnity. It is expressly understood and agreed by and between the City and CPS Energy that CPS Energy shall indemnify and hold the City harmless from any and all loss sustained by the City on account of any suit, judgment, claim or demand whatsoever to the extent that such loss is attributed to the negligence of CPS Energy, its agents or employees in the performance of services under this Franchise Agreement.

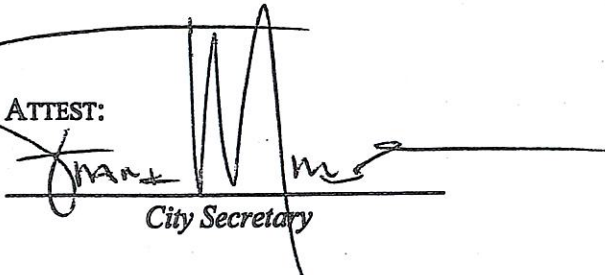
SECTION 12. Effective Date. This Franchise Agreement shall become effective upon its adoption by the City in the form authorized by the board of CPS Energy. It shall supersede and take precedence over inconsistent ordinances, resolutions, or regulations hereafter or heretofore passed by the City. The payments provided for in SECTION 2 shall be effective for CPS Energy's gross receipts from electric and gas sales within the City commencing _____, if this Franchise Agreement is adopted by the City on or before July 29, 2010, or otherwise shall be effective for CPS Energy's gross receipts from electric and gas sales within the City commencing the first day of the month following adoption by the City.

SECTION 13. Headings. The headings of the sections in this Franchise Agreement are for organizational purposes only. They have no separate meaning and shall not be read as affecting the language of the sections.

SECTION 14. Continuation of Agreement. This Franchise Agreement shall remain in effect beyond the expiration of the Initial Term on a year to year basis from the expiration of the initial term ("Renewal Terms") until either (i) a new agreement becomes effective between the parties, or (ii) until this agreement is terminated. Either party may terminate this agreement by providing the other party written notice no less than 180 days prior to the expiration of the Initial Term or a Renewal Term.

SECTION 15. Assignment. This Franchise Agreement may be assigned by CPS Energy upon mutual written agreement of the City and CPS Energy.

Passed and Approved on this the 29 day of July 2010.

ATTEST:


City Secretary



MAYOR: CITY OF HILL/COUNTRY VILLAGE

EXHIBIT A

Confidentiality Agreement for an Inter-Governmental Transfer of Information

This Confidentiality Agreement for an Inter-Governmental Transfer (Agreement) is made on this the 29 day of July, 2010 between the City of San Antonio, Texas, acting by and through the City Public Service Board ("CPS Energy") and the City of Hill Country Village ("City").

WHEREAS, the City will receive confidential and competitively sensitive information from CPS Energy throughout the term of the City and CPS Energy's franchise agreement ("Information");

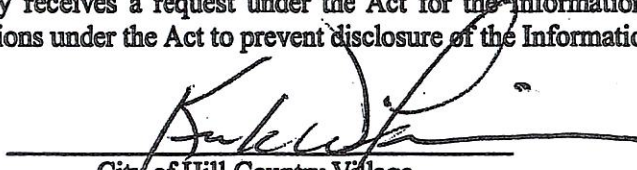
WHEREAS, CPS Energy considers the Information excepted from required disclosure under the Texas Public Information Act, Texas Government Code, Chapter 552 ("Act");

WHEREAS, the Texas Attorney General has recognized that governmental entities may share information without violating the confidentiality of the information or waiving exceptions to disclosure; and

WHEREAS, in the spirit of intergovernmental cooperation, CPS Energy is agreeable to sharing the Information with the City, subject to certain commitments by the City.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, CPS Energy and the City agree as follows:

1. CPS Energy will provide the Information to the City without waiving exceptions to disclosure under the Act.
2. CPS Energy, by providing the Information, is not agreeing to provide similar information to the City or to other governmental entities in response to subsequent requests for information and is not waiving its rights to withhold this type of information in the future.
3. Consistent with CPS Energy's assertion of confidentiality of the Information, the City shall (a) maintain the Information in a secure and non-public file; (b) permit access to the Information only to authorized personnel acting within their official capacity and only on a "need-to-know" basis; and (c) otherwise take all reasonable precautions to prevent the dissemination of the Information to any other employee, contractor, agent or other persons.
4. The City shall not provide the Information in response to a request for the information under the Act unless (1) the City first notifies CPS Energy as required by this Section 4; and (2) the City is ordered to do so by the Office of the Attorney General of Texas. The City shall immediately inform CPS Energy if the City receives a request under the Act for the Information so that CPS Energy can take the necessary actions under the Act to prevent disclosure of the Information.



City of Hill Country Village

Title: Mayor

Printed Name: Kirk W. Francis

Cash Balances

As of

4/30/2026

Texas Partners Bank Accounts

1001 · General Operations (includes Payroll, Petty Cash, Merchant Accts)	423,432.44
1005 · Capital Project Fund	8,040.63
1007 · Debt Service Fund	4,152.50
1010 · Road Maintenance Fund	1,456.40
1020 · Economic Development Corp Fund	6.53
1040 · Special Revenue	17,270.11

Total Partners Bank	<hr/> 454,358.61
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Texas Class Investment

03-1012 · TX Class Road Maintenance-0005	1,986,190.26
04-1006 · TX Class Capital Project-0003	4,766,457.38
10-1030 · TX Class Economic Dev Corp-0002	44,637.71
01-1003 · TX Class General Operation-0001	1,546,754.40
SR91003 TX Class Special Revenue-0004	370,055.06

Total Texas Class Investments	<hr/> 8,714,094.81
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Combined Totals:

General Fund :	1,970,186.84
Capital Project :	4,774,498.01
Debt Service :	4,152.50
Road Maintenance :	1,987,646.66
Economic Development Corporation :	44,644.24
Special Revenue :	387,325.17
Total	<hr/> 9,168,453.42

RESOLUTION #2026165

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HILL COUNTRY VILLAGE APPROVING THE TERMINATION OF THE EXISTENCE OF THE HILL COUNTRY VILLAGE ECONOMIC DEVELOPMENT CORPORATION AND AUTHORIZING THE FILING OF ARTICLES OF TERMINATION OF THE HILL COUNTRY VILLAGE ECONOMIC DEVELOPMENT CORPORATION.

WHEREAS, the Hill Country Village Economic Development Corporation (the “Corporation”) was formed as authorized by the City Council of the City of Hill Country Village by the filing of its Articles of Incorporation in the Office of the Secretary of State of Texas on August 25, 1994; and

WHEREAS, the Corporation was originally authorized to collect a one-quarter of one cent sales and use tax but the collection of such tax for the Corporation was discontinued effective June 30, 2020; and

WHEREAS, the purposes of the Corporation were to accomplish public purposes of the City of Hill Country Village (the “City”) by promoting, assisting, and enhancing economic development activities for the City; and

WHEREAS, any bonds issued by the Corporation have been fully paid; and

WHEREAS, the Board of Directors of the Corporation has determined that the purposes for which the Corporation was formed have been substantially fulfilled; and

WHEREAS, the Board of Directors of the Corporation has determined that it would be appropriate to terminate the Corporation’s existence provided that such termination is approved by written resolution of the City Council of the City of Hill Country Village, the Corporation’s authorizing unit; and

WHEREAS, in accordance with Section 501.406 of the Texas Local Government Code, upon termination of the Corporation, the remaining funds and property of the Corporation are to be transferred to the City; and

WHEREAS, the City Council finds that the purposes for which the Corporation was formed have been substantially fulfilled and that termination of the existence of the Corporation would be appropriate.

IT IS RESOLVED that the termination of the existence of the Hill Country Village Economic Development Corporation is hereby approved by the City Council of the City of Hill Country Village.

IT IS FURTHER RESOLVED that, in accordance with Section 501.403 of the Texas Local Government Code, the Mayor (being the presiding officer of the governing body of the City) and the City Secretary or City Clerk be and they are authorized to execute three originals of a Certificate of Termination of the Hill Country Village Economic Development Corporation and to see that three originals of such Certificate of Termination are filed in the Office of the Secretary of State of the State of Texas.

PASSED AND ADOPTED this 21st day of May, 2026.

HEATHER CHANDLER, Mayor

ATTEST:

Frank Morales, City Secretary